

Alliance Agreement

This Alliance Agreement (“Agreement”) is made this 23rd day of August, 2010 (“the Effective Date”) by and between the University of Maryland University College (“UMUC”) and Ozarks Technical Community College (“OTCC”) (who together with UMUC are collectively referred to as the “Institutions”).

I. Introduction

a. UMUC is an accredited institution of higher education located in Adelphi, Maryland and providing its academic courses and programs in Maryland and through distance delivery. UMUC offers four-year undergraduate and graduate programs and is accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools. UMUC is a constituent institution of the University System of Maryland, an agency of the State of Maryland.

b. Ozarks Technical Community College is a regionally accredited community college located in Springfield, Missouri and providing its academic courses and programs in Missouri and through distance delivery. OTCC offers two-year associate degree and certificate programs and is accredited by The Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.

c. The Institutions recognize the programs and courses offered by the other and desire to establish their understanding regarding the transfer and applicability of credits from one institution to the other. The Institutions further desire to allow simultaneous admission to OTCC and UMUC. To that end the Institutions enter into this Agreement.

Now therefore, the Institutions agree as follows:

II. Term

a. The term of this Agreement shall commence as of August 23, 2010 (the “Effective Date”), and continue in effect for an initial period of one (1) year and shall automatically renew for successive one (1) year periods.

b. Either party may terminate this Agreement by providing the other ninety (90) days prior written notice. During the notice period the parties may discuss continuation of a formal relationship between them.

c. Provided neither Institution’s programs, courses or graduation requirements have changed materially to the effect that articulation or the transfer of credit is no longer academically appropriate, UMUC shall accept the transfer of OTCC credits and afford the students the status as stated herein on the terms and conditions of this Agreement for those students who, at or before the termination Agreement, have enrolled in UMUC and remained continuously enrolled.

III. Dual Admission and Articulation

a. **Dual Admission.** The Institutions agree to allow simultaneous admission to OTCC and UMUC. UMUC will not promote transfer to UMUC before a student has completed 45 credit hours at OTCC and shall encourage students to continue to attain their associates degrees.

Students enrolled in the Dual Admission Program shall be subject to the laws, regulations, practices and policies in effect at the institution the respective student is attending. UMUC will waive the UMUC admission application fee if student completes the application prior to graduating from OTCC.

The programs offered under the Dual Admission Program are set forth on EXHIBIT 1 as modified from time to time in accordance with this Agreement. With respect to students enrolled in the Dual Admission Program, UMUC and OTCC shall abide by the following procedures:

b. **Specific Programs —Acceptance of Degrees.** Subject to the terms and conditions of this Agreement, UMUC shall afford students graduating from OTCC with those degrees identified on EXHIBIT 1 the opportunity to transfer to UMUC into the UMUC programs identified on EXHIBIT 1 (“Articulated Programs”).

The Articulated Programs and the courses conducted by UMUC within those programs may be modified by UMUC from time to time and by notice to OTCC of amendment to EXHIBIT 1, to substitute appropriate courses and/or Articulated Programs.

c. **Transfer of OTCC Credits to UMUC.** This Paragraph III (c) applies to OTCC degrees, programs and to credits other than those included in the Articulated Programs and credits for OTCC courses if OTCC has not awarded a degree. Subject to the terms and conditions of this Agreement, UMUC shall accept transfer of OTCC credits under this Paragraph III (c) up to a maximum of seventy (70) credit hours on the following terms and conditions:

- i.) the grade earned in the course in question is at least a C;
- ii) the student does not take the equivalent course at UMUC; and
- iii) the course in question is not being awarded UMUC credits directly.

d. **Evaluation of Transfer Credits.** UMUC will grant prospective students from OTCC a tentative evaluation of all transfer credits within 1-3 business days. Students who apply to UMUC and submit official transcripts to UMUC will receive an official evaluation of their transfer credits within 5 business days of receipts of all documentation. Evaluations may take slightly longer if courses from OTCC have not been evaluated by UMUC.

e. **Changes in Programs.** Notwithstanding anything in this Agreement to the

contrary, the Institutions retain the right and the authority to make changes in their respective courses, programs and credential requirements that they each may determine to be in their respective best interest. The parties shall give the other reasonable notice of changes in course program and credential requirements that may materially affect the student's status and acceptance of degrees or the transfer of credit as contemplated in this Agreement. Students who are already enrolled in the Dual Admission Program at the time of program or course changes will have the opportunity to choose whether they will follow the new or existing program.

The parties shall meet, at least annually, to review the changes in courses, programs and credential requirements for the purpose of determining whether or if this Agreement should be amended to reflect the courses, programs and credential requirements then in effect.

f. **Scholarships.** UMUC will offer students from OTCC the opportunity to apply for the Community College Transfer Scholarship or other scholarship opportunities as they become available. Students must meet scholarship qualifications for eligibility.

IV. Applicability

a. In order for a student having graduated from OTCC to be afforded status in the Articulated Programs as contemplated in Section 3 or to be afforded transfer credits as contemplated in Section 3, that student must have met UMUC's admission criteria and other applicable requirements for the transfer of Articulated Programs or the transfer of credits as set forth in the then applicable UMUC catalog at the time the student applies for admission to UMUC.

b. UMUC and OTCC agree the status afforded to students as contemplated in this Agreement applies only to the Articulated Programs, courses in the Articulated Programs, transfer of credits and credentials and credential requirements in effect as of the Effective Date, as defined below.

V. Publicity and Promotion

a. During the term of this Agreement, the Institutions shall develop and agree upon a mutually acceptable marketing and student recruitment plan to promote the OTCC-UMUC alliance and inform students of the opportunities available at both institutions under this Agreement. OTCC will provide student directory information for promotion of the alliance. Any and all marketing, promotional or publication materials developed pursuant to this Agreement prepared or developed by one party must be reviewed and approved in writing by the other party prior to use of any such materials. The Institutions agree that UMUC shall be responsible for sending all marketing and promotional materials to students. UMUC shall remain responsible for payment of all postage charges that accrue due to promotional direct mailings.

b. The institutions will discuss methods to publicize the transfer and applicability of transfer credit and to promote enrollment of and other opportunities for OTCC's students and alumni at UMUC.

c. Neither Institution shall use the name or marks of the other party in connection with any product, service, promotion, news release or other publicity, without the prior written consent of the party whose name or likeness may be under consideration.

d. Notices. The Institutions will identify their respective representatives for this Agreement and share contact information from time to time.

VI. General Provisions

a. All notices under this Agreement shall be in writing and shall be personally delivered or mailed registered or certified mail, postage prepaid, return receipt requested to the following parties at the designated address or such other address as shall be provided in writing by such party to the other party:

To UMUC, addressed to:
University of Maryland University College
Office of the President
3501 University Blvd East
Adelphi, MD 20783
Attn: Dr. Susan Aldridge

To OTCC, addressed to:
Ozarks Technical Community College
Office of the President
1001 E. Chestnut Expressway
Springfield, MO 65802
Attn: Dr. Hal Higdon

b. This Agreement contains the entire agreement of the parties and supersedes any and all prior and/or contemporaneous agreements between the parties, written or oral, with respect to the subject matter of this Agreement. This Agreement may not be changed or modified orally, but may only be changed or modified by an agreement in writing signed by both parties.

c. This Agreement shall be construed and governed in accordance with the laws of the State of Maryland.

d. Nothing in this Agreement is intended, shall be, or shall be deemed to constitute a partnership or joint venture between the parties. Nothing in this Agreement is intended, shall be, or shall be deemed to create rights or benefits in or to any person or entity other than the parties.

IN WITNESS WHEREOF, the Institutions, by their duly authorized representatives, have entered into this Agreement as of the Effective Date.

UNIVERSITY OF MARYLAND
UNIVERSITY COLLEGE

By: Susan C. Aldridge

Printed Name: Dr. Susan C. Aldridge

Title: President

Date: August 23, 2010

OZARKS TECHNICAL
COMMUNITY COLLEGE

By: Hal L. Higdon

Printed Name: Dr. Hal L. Higdon

Title: President

Date: August 23, 2010